

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 82	
2. CONTRACT (Proc. Inst. Ident.) NO. N65540-09-D-0005		3. EFFECTIVE DATE 10 Dec 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK (b) (6) 500 SOUTH BROAD ST PHILADELPHIA PA 19112		CODE N65540		6. ADMINISTERED BY (If other than Item 5) DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE VA 23651		CODE SS111A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LA PLAYA INC OF VIRGINIA JOHN MCKENZIE 916 BUS NESS PARK DR CHESAPEAKE VA 23320-2445				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE (b) (6)				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
				11. SHIP TO/MARK FOR See Schedule		FACILITY CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							\$53,622,935.27
16. TABLE OF CONTENTS							
(X) SEC	DESCRIPTION		PAGE(S)	(X) SEC	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X A	SOLICITATION/ CONTRACT FORM		1	X I	CONTRACT CLAUSES		42 - 74
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X C	DESCRIPTION/ SPECS/ WORK STATEMENT		5 - 25	X J	LIST OF ATTACHMENTS		75 - 82
X D	PACKAGING AND MARKING		26	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X E	INSPECTION AND ACCEPTANCE		27	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X F	DELIVERIES OR PERFORMANCE		28		INSTRS. CONDS. AND NOTICES TO OFFERORS		
X G	CONTRACT ADMINISTRATION DATA		29 - 31	L			
X H	SPECIAL CONTRACT REQUIREMENTS		32 - 41		M EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)				18 [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number N65540-07-R-0005-0007 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER KAREN B. GUTMAKER / CONTRACTS TEL: 215-897-1562 EMAIL: karen.gutmaker@navy.mil			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b) (6)		20C. DATE SIGNED 10-Dec-2008	

Section B - Supplies or Services and Prices

SUPPLIES/SERVICES
ADDITIONAL INFORMATION

1. CONTRACT TYPE: this is an Indefinite-Delivery, Indefinite-Quantity, Cost-Plus-Fixed-Fee type contract providing services described in CLIN 0001. This contract will provide for the issuance of delivery orders during the period beginning on the award date and ending 54 months thereafter, with a period of performance beginning on the award date and ending 60 months thereafter. This contract does not contain any Options.

2. Authorized Subcontractors under this contract are:

Q.E.D. Systems, Incorporated
CDI Marine
General Dynamics, Information Technology (GDIT)

3. The Minimum quantity of services to be ordered under this contract shall be \$100,000.00, which shall be accomplished with issuance of delivery order 0001. The maximum quantity of services to be ordered shall be the total ceiling price set forth in the resulting contract. Oral orders shall not be authorized under the contract. The maximum amount is not to be exceeded without prior written approval of the Procuring Contracting Officer.

4. CLIN 0002- Support Costs include all direct cost items incurred in the performance of contract objectives, other than labor costs. These costs include, but are not limited to, Travel, Incidental Supplies and Miscellaneous subcontracting. The contractor shall be reimbursed for costs considered to be allowable, allocable and reasonable as "other direct costs" by the cognizant Defense Contract Audit Agency auditor, consistent with the principles in FAR Part 32. Amounts to be reimbursed under CLIN 0002 may include applicable G&A, but no Fee shall be paid on the costs incurred under CLIN 0002.

5. ORDERING PROCEDURES

This is a Multiple Award/Task Order Contract. Each order for services exceeding \$100,000 shall be placed on a competitive basis in accordance with Paragraph 2 unless the Contracting Officer waives this requirement on the basis of a written determination that –

- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (iv) It is necessary to place an order to satisfy a minimum guarantee

An order for services exceeding \$100,000 is placed on a competitive basis only if the Contracting Officer

(i) provides a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the Contracting Officer will make the selection, to all contractors offering the required services under the multiple award contract; and

(ii) affords all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.

The Naval Surface Warfare Center, Carderock Division, Philadelphia (NSWCCD-SSES) is the issuing activity authorized to issue subsequent delivery orders. Orders shall be placed by written agreement only. All orders shall

contain the date of order, contract number, and delivery order number, description of the scope of work to be accomplished, material and travel costs and estimated level of effort (labor hours), estimated cost plus fixed fee, performance date, place of performance, accounting/appropriation data, and any other pertinent information.

No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under the contract resulting from this solicitation except for a protest on the grounds that the order increases the scope, period or maximum value of the contract, or a protest of an order valued in excess of \$10,000,000.00.

The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process, but the Contracting Officer shall consider price or cost under each order as of the factors in the selection decision. In addition, the Contracting Officer should consider past performance on earlier orders under the contract, including quality, timeliness and cost control. Formal evaluation plans or scoring of quotes or offers shall not be required. Naval Surface Warfare Center, Carderock Division, Philadelphia may choose to use streamline procedures when selecting a delivery order awardee.

The Naval Surface Warfare Center, Carderock Division, Supply Officer shall be responsible for reviewing complaints from contractors on delivery order contracts. The Naval Surface Warfare Center Supply Officer shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

ESTIMATED LEVEL OF EFFORT

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 1,012,400 man-hours of direct labor.

The fixed-fee established under individual task orders issued under this contract shall be calculated by the application of a rate of (b) (4) to the total estimated direct and indirect labor costs to be performed by LPI Technical Services, Incorporated. The total fixed-fee paid under all task orders issued under this contract shall not under any circumstances exceed the fixed-fee of (b) (4) shown on page 3 of the contract schedule. The fixed fee for all subcontracted labor costs shall not exceed (b) (4) of the total estimated direct and indirect costs.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineering and Technical CPFF Shipboard Alteration Services for maintaining the fleet operational and material readiness of Hull, mechanical and Electrical Systems and Equipment on U.S. Naval Vessels FOB: Destination		Lot		\$42,312,435.27
ESTIMATED COST					(b) (4)
FIXED FEE					
TOTAL EST COST + FEE					\$42,312,435.27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Support Cost for CLIN 0001 CPFF including material, travel and miscellaneous subcontracting costs. FOB: Destination		Lot		\$11,310,500.00
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<div>b) (4)</div> <hr/> \$11,310,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Technical Data in accordance with CPFF DD Form 1423 FOB: Destination		Lot		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<hr/> \$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 SCOPE OF WORK (CLIN 0001)

1.1 The contractor shall provide services to accomplish alterations and modifications to equipment for all types of DOD ships (including, but not limited to; aircraft carriers, surface ships, watercrafts, cutters and submarines in locations both INCONUS and OUTCONUS. The contractor shall provide qualified personnel to perform the task described in this Scope of Work and all subsequent statements of work placed on individual orders.

1.2 This Statement of Work shall be used for alterations to shipboard systems and equipment including, Program Alterations, Fleet Alterations and Ship Changes in accordance with SHIPMAIN directives. The equipment and systems affected will include Hull, Mechanical and Electrical (HM&E) and electronic equipment and systems. Example systems include, but are not limited to piping, generator, main propulsion, auxiliary equipment, fiber optics, radar, communications, networks, electrical/electronic systems, CHT, HVAC, Habitability, Elevators, HP & LP Air, fire fighting and environmental.

1.3 Alteration teams may be working on as many as seven different projects at one time. Each project could require a team of approximately fifteen persons from the various labor categories. This could be followed by an inactive period resulting from non-availability of ships/facilities. Due to the fact that most of these alterations are accomplished on active ships in a ready status, scheduling can be volatile. It should be noted that the following paragraphs provide only a general overview of efforts that may be required. In the event of a conflict, the General Specifications for Overhaul of Surface Ships, General Specifications for Ships, General Overhaul Specifications for Deep Diving SSBN/SSN submarines, and affiliated specifications/standards will take precedence.

1.4 All military specifications and standards stated are for guidance purposes. If the contractor proposes to use any specifications and/or standards that differ from those stated herein, the contractor shall fully describe these specifications/standards prior to use so the Government can determine acceptability.

1.5 The contractor shall provide the following support for alterations to ship systems and equipment:

1.5.1 Provide personnel, work space, equipment, and material to assemble, stage, and distribute equipment installation or modification kits.

1.5.2 Verify, validate, and proof-in various alterations, assessing schedule, performance, and adequacy of procedures, government supplied data and equipment, and installation equipment.

1.5.3 Review technical documentation and installation instructions used for alterations of HM&E and Electronic Systems. Provide resolutions to discrepancies and forward recommendations to NSWCCD.

1.5.4 Ensure that work efforts are in compliance with work specifications.

1.5.5 Attend progress meetings to report progress of HM&E and Electronic Systems work items and provide technical input as requested.

1.5.6 Oversee HM&E and Electronic Systems removals, repairs, reinstallations, and tests.

1.5.7 Provide assistance during equipment pretest, post-test and final alignment and adjustment of HM&E and Electronic Systems.

1.5.8 Conduct final grooming and alignment HM&E and Electronic Systems. Simultaneously, provide Ship's Force with On-The-Job Training (OJT) for systems being groomed.

1.5.9 Maintain liaison with local NSWCCD on-site representatives to identify problems and advise NSWCCD of results of ongoing projects.

1.5.10 Attend pre and post installation briefings.

2.0 PERSONNEL QUALIFICATIONS (* Denotes Key Personnel)

2.1 ***Program Manager (Key Personnel)**

2.1.1 The Program Manager shall have a degree in Engineering or Naval Architecture from an accredited college or university or possess a professional engineer's license. A bachelor's degree in a non-engineering discipline with an advanced degree in business administration may be substituted in lieu of an engineering degree.

2.1.2 The Program Manager shall have a minimum of ten years of Experience in the operation, maintenance, overhaul, design or testing, of shipboard systems including three years of program management experience.

2.1.3 Shipboard engineering experience may include operation, Maintenance, testing, overhaul and technical documentation development.

2.1.4 The Program Manager shall be knowledgeable of Naval Sea Systems Command, NSWCCD-SSS and other field organizations, and their functions and responsibilities. Experience in government contracts management is mandatory.

2.1.5 The Program Manager shall be experienced in ship alteration planning, material assembly and the installation process, in accordance with the Fleet Modernization Program (FMP) manual.

2.2 ***Project Engineer (Key Personnel)**

2.2.1 The Project Engineer shall have a Bachelor of Science Degree in Engineering or a minimum of ten years experience as a Senior/Master Chief Petty Officer or Limited Duty Officer/Chief Warrant Officer or combination thereof in an engineering field.

2.2.2 The Project Engineer shall have a minimum of five years (not included in ten years above) experience in the area of technical assistance, maintenance or design of equipment and systems related to hull, mechanical, electrical and electronic systems and components.

2.2.3 The Project Engineer shall have a minimum of three years of direct Shipboard supervisory level experience with hull, mechanical, electrical and electronic systems and components

2.2.4 The Project Engineer shall have experience with DOD/Commercial acquisition procedures.

2.3 Engineer

2.3.1 The Engineer shall have a bachelor's degree in engineering from an accredited college or university or a professional engineer's license.

2.3.2 The Engineer shall have five years experience in the design, maintenance, overhaul, operations or testing of shipboard systems and equipment.

2.3.3 The Engineer shall have experience in the development of technical documentation utilizing military standards and specifications.

2.4 Logistician

2.4.1 The Logistician shall have at least four years experience in the identification, ordering, expediting and storage of ship repair and/or alteration material from either government or commercial sources.

2.4.2 The Logistician shall have experience in the development of material requirements from engineering data and drawings.

2.4.3 The Logistician shall have experience in the implementation of material acquisition functions based on engineering data/drawings.

2.5 ***Site Foreman (Key Personnel)**

2.5.1 The Site Foreman shall have completed appropriate training in his/her trade specialty.

2.5.2 The Site Foreman shall have at least ten years experience, five years of which must have been at a supervisory level of shipboard work, in the performance of his/her trade on Naval Ships involved in the installation of HM&E Systems.

2.5.3 The Site Foreman shall have three years experience in the execution and management of Alteration Installation Teams.

2.6 Senior Engineering Technician

2.6.1 The Senior Engineering Technician shall have satisfactorily completed appropriate military or technical school programs related to ship's systems.

2.6.2 The Senior Engineering Technician shall have ten years experience in the alteration, operation, maintenance, repair and/or overhaul of mechanical, hydraulic, electrical or electronic equipment related to shipboard systems.

2.7 Engineering Technician

2.7.1 The Engineering Technician shall have completed the appropriate military and/or technical school or equivalent on-the-job training.

2.7.2 The Engineering Technician shall have five years of experience in operation, alteration, maintenance, repair and/or overhaul of mechanical, hydraulic, electrical or electronic equipment related to shipboard systems.

2.8 Shipfitter/Welder/Burner

2.8.1 The Shipfitter/Welder/Burner shall have served an apprenticeship as a welder and must be a journeyman welder with at least two years experience in the welding of materials of the general types: (a) HY80; (b) NICU; (c) K-MONEL; (d) 304 L CRES; (e) 17-4-PH; (f) Aluminum Alloys 5086, 5456 on ships.

2.8.2 The Shipfitter/Welder/Burner shall possess an extensive practical knowledge of welding principles and skills to meet optimum welding parameters to achieve acceptable weld in accordance with fabrication standards such as MIL-STD-278 (ships) and MIL-STD-248 (ships).

2.8.3 The Shipfitter/Welder/Burner shall be certified to current NSWCCD-SSES approved qualifications for the following welding processes: (a) Shielded Metal Arc Welding; (b) Gas Metal Arc Welding; (c) Gas Tungsten Arc Welding (TIG); (d) Oxyacetylene welding.

2.8.4 The Shipfitter/Welder/Burner must have the ability to interpret blueprints, process instructions, welding standards and technical manuals pertinent to new or modified equipment.

2.8.5 The Shipfitter/Welder/Burner shall be required to follow through an entire welding process. The Welder shall have the working skills and knowledge to troubleshoot and repair welding equipment.

2.8.6 The Shipfitter /Welder/Burner shall be able to operate shop machinery to construct necessary structural parts.

2.8.7 The Shipfitter/Welder/Burner shall be capable of laying out, fabricating and assembling metal structural parts, large metal pieces of ships, such as deck and bulkhead plates, I-Beams, channel bars, angle bars, and other various structural shapes.

2.8.8 The Shipfitter/Welder/Burner shall be capable of aligning and adjusting parts using jacks, turnbuckles, shorings, saddles, chips, wedges, mauls and hammers.

2.9 Marine Equipment Mechanic:

2.9.1 The Marine Equipment Mechanic shall have completed an apprenticeship as a Marine Equipment Mechanic with at least two years experience as a journeyman Marine Equipment Mechanic on ships.

2.9.2 The Marine Equipment Mechanic shall possess the ability to read and interpret blueprints, mold templates during layout and fabricate structural parts for construction.

2.9.3 The Marine Equipment Mechanic shall be able to operate shop machinery to construct necessary structural parts.

2.9.4 The Marine Equipment Mechanic shall be capable of laying out, fabricating and assembling metal structural parts, large metal pieces of ships, such as deck and bulkhead plates, I-Beams, channel bars, angle bars, and other various structural shapes.

2.10 Pipefitter/Brazier

2.10.1 The Pipefitter shall have completed an apprenticeship as a Pipefitter with at least two years experience as a journeyman Pipefitter.

2.10.2 The Pipefitter shall possess the ability to fabricate and install flat plate, pipe or special fitting aboard ships.

2.10.3 The Pipefitter shall be able to plan the work, lay it out, and modify or repair new or existing piping.

2.10.4 The Pipefitter shall have the ability to read and use sketches, piping diagrams and working blueprints, as well as follow verbal directions, in order to erect or make changes to piping systems.

2.10.5 The Pipefitter shall demonstrate the ability to make mathematical calculations and utilize elementary laws of physics while installing instrumentation and piping such as those that utilize gravity feeds, condensation, evaporation and draining.

2.10.6 The Pipefitter shall possess some knowledge of brazing and welding.

2.11 Marine Machinist

2.11.1 The Marine Machinist shall have served an apprenticeship as a marine machinist with at least two years experience as a journeyman Machinist working with shipboard machinery installations.

2.11.2 The Marine Machinist shall be skilled in performing the full range of machining operations on most types of conventional machine tools and their various attachments.

2.11.3 The Marine Machinist shall have the ability to plan, lay out, set-up the work and must have knowledge of machining various types of metals and other materials. They must also be able to read and interpret complex blueprints and locate/extract critical dimensions and key reference points from them. They must be skilled in using many types of precision measuring instruments and equipment.

2.11.4 The Marine Machinist shall be experienced in the set-up and operation of various machine tools, such as shapers, planers and drill presses. They must also be able to make alignments of work pieces in machine and prepare work for fabrication.

2.11.5 The Marine Machinist, when tasked to perform maintenance, service, conversion, repair and/or installation of air conditioning and refrigeration equipment, where the release of ozone depleting class I (CFC) or class I (HCFC) Refrigerants into the atmosphere could be possible, shall obtain Environmental Protection Agency (EPA) approved universal technician certification in accordance with Section 608 of the Clean Air Act (CAA) of 1990 as amended.

2.12 Marine Electrician

2.12.1 The Electrician shall have completed an electrical apprenticeship and have had at least two years experience as a journeyman Electrician in a marine environment.

2.12.2 The Electrician shall be familiar with all types of electrical test equipment and shop practices for testing shipboard electrical cabling.

2.12.3 The Electrician shall have a working familiarity with shipboard generators, motor-generators, and emergency generators and their associated electrical distribution systems including switchboards.

2.12.4 The Electrician shall be able to read and interpret technical manuals and electrical blueprints.

2.12.5 The Electrician shall be familiar with shipboard safety requirements and tag out programs and shall be capable of performing independently in the troubleshooting, repair, overhaul and alteration of shipboard electrical equipment/systems.

2.13 Electronics Technician

2.13.1 The Electronics Technician shall have completed appropriate electronic training (either military or civilian) and have at least four years experience with shipboard electronic systems/equipment.

2.13.2 The Electronics Technician shall be capable of reading and interpreting technical manuals, blueprints and schematics as necessary to alter, repair and test shipboard electronics.

2.13.3 The Electronics Technician shall be capable of independent performance in alteration or field change installation projects.

2.14 ***Quality Assurance Manager (Key Personnel)**

2.14.1 The QA Manager shall have at least five years experience as an inspector in a formal quality control program, meeting at least the standards of MIL-I-4528A.

2.14.2 The QA Manager shall have at least two years of experience in inspection within a Navy industrial or shipboard environment.

2.14.3 The QA Manager shall be qualified by training and/or experience with hull, mechanical, electrical and electronic systems and components.

2.14.4 The QA Manager must have complete knowledge of an Alteration Installation Team Quality Assurance Manual (such as NSWCCD's Manual), including experience in developing Quality Assurance workbooks and in-process control procedures.

2.14.5 The QA Manager must have experience with the Navy mishap procedure including developing trouble reports, conducting critiques and incorporating lesson learned into installation procedures.

2.15 CAD/CAM Operator

2.15.1 The CAD Operator shall be a graduate of high school, trade or industrial school, or correspondence school in which credits were received in algebra, plane geometry, and drafting.

2.15.2 The CAD Operator shall have completed Formal Computer Aided Design (CAD) training.

2.15.3 The CAD Operator shall complete two (2) years of CAD operation experience in the marine industry.

2.16 Clerk (Admin/Typist)

2.16.1 The Clerk shall have at least one year experience in the typing of Navy engineering documents.

2.16.2 The Clerk shall be experienced in the operation of word processing systems.

2.17 Heating Ventilation and Air Conditioning and Technician (HVAC)

2.17.1 The HVAC Technician shall have completed the U.S. Navy Air Conditioning and Refrigeration course (9 weeks) or an apprenticeship program or its equivalent.

2.17.2 The HVAC Technician shall have a minimum of six years experience in troubleshooting, repair and overhaul of shipboard air conditioning and refrigeration systems.

2.17.3 The HVAC Technician shall be capable of the full scope of repairs to all U.S. Navy shipboard air conditioning and refrigeration systems, and have a working knowledge of electrical circuits and controls.

2.17.4 The HVAC Technician shall be fully knowledgeable in the Occupational Safety and Health Administration (OSHA) requirements for handling refrigerant gases and other hazardous materials involved in HVAC repair work, and must possess EPA certification for proper handling of refrigerant gases.

2.17.5 The HVAC Technician, when tasked to perform maintenance, service, conversion, repair and/or installation of air conditioning and refrigeration equipment, where the release of ozone depleting Class I (CFC) or Class I (HCFC) Refrigerants into the atmosphere could be possible, shall contain Environmental Protection Agency (EPA) approved universal technician certification in accordance with Section 608 of the Clean Air Act (CAA) of 1990 as marked.

2.18 Maintenance Trades Helper

2.18.1 The Maintenance Trades Helper shall be a graduate of high school, trade or industrial school or GED equivalent.

2.18.2 The Maintenance Trades helper shall have a familiarity of U.S. Navy maintenance and operating procedures.

2.19. Designer

2.19.1 The Designer shall be a graduate of high school, trade or industrial school, or correspondence school with credits received in algebra, plane geometry, and drafting.

2.19.2 The Designer shall have three (3) years of experience in design and drafting or repairs and alterations on Navy ships.

2.19.3 The Designer shall within the six years, work experience demonstrating capability to develop drawings and material specifications suitable for use on U.S. Navy ships.

3.0 PERSONNEL REQUIREMENTS

3.1 Key personnel are considered to be those individuals performing services in the following categories:

3.1.1 Program Manager

3.1.2 Project Engineer

3.1.3 Site Foreman

3.1.4 Quality Assurance Manager

3.2 All personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth in paragraph 2.0 and shall be fully capable of performing in an efficient, reliable, and professional manner.

3.3 If the Contracting Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified shall be upon the Contractor.

4.0 FACILITIES

4.1 Facilities are required to have CONFIDENTIAL security clearance and controlled access work areas as specified in the DD254 form attached hereto.

4.2 The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment in conjunction with any personnel set in readiness at or brought to such facility in preparation or in expectation of work to be performed under the Contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract.

4.3 The Contractor's facilities shall be segregated as follows:

4.3.1 The Contractor shall maintain a machine shop capable of, as a minimum, rebuilding and prefabricating parts as required by individual delivery orders issued under this contract.

4.3.2 The Contractor shall maintain a shop capable of, as a minimum, performing tests as required by individual delivery orders issued under this contract.

4.3.3 The Contractor shall have equipment capable of moving all material and other equipment used in support of this contract.

4.3.4 The Contractor shall be required to designate one person to maintain a separate, approved storage area with a minimum of 100 square feet for handling and storing of LEVEL I material if required by separate orders.

4.3.5 The Contractor shall provide all telecommunication, rapid communications and automated data transfer service between this facility and NSWCCD-SSES offices in Philadelphia, PA.

4.3.6 The Contractor shall provide computer access to all site foremen to maintain communication and digital picture transfer to NSWCCD-SSES Project/Program Managers.

5.0 MATERIAL SUPPORT

5.1 Material list is provided in paragraph 5.5. Incidental materials are materials identified as IAF on alteration drawings and other materials, not specifically called out but, necessary for the installation of an alteration. These materials will be identified in each individual delivery order. Other material that may be required includes supplies and equipment needed to complete specific tasks. This material may include items that the government is unable to supply due to various constraints and may require contractor procurement as specified on separately placed orders.

5.2 Material procurement. The term "material" includes supplies, material, equipment, hardware and automatic data processing equipment (ADPE), ADPE services, supplies and software. Other than those items identified, in individual delivery orders no supplies, materials, equipment, or hardware including any ADPE supplies, material, equipment, hardware and/or software including any ADPE resources may be procured under this contract.

5.3 General business items: The cost of general business purpose items/expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General business items include, but are not limited to the cost for items such as telephone charges, typewriters, reproduction machines, word processing equipment, personal computers, cellular telephones, pagers, fax machines, and services and other office equipment and office supplies.

5.4 The contractor shall provide for the transportation of material between the government storage facility, and contractor's storage facility.

5.5 The nature of this contract is to provide engineering, logistic and technical support for the development and installation of ship systems alterations.. Contractor provided materials will include incidental and/or inherently necessary material such as, but not limited to, the following to perform the specific machinery alteration service ordered:

- 5.5.1 Abrasive Discs and Cloth Sheets, grinding wheel
- 5.5.2 Adhesive, Gasket, Locktight, etc
- 5.5.3 "Lockring" fittings and such dies as necessary for installation of said fittings
- 5.5.4 Cable Marking Tags and Bands
- 5.5.5 Connection Boxes and connectors
- 5.5.6 Clips, Hangers and Electrical Cable
- 5.5.7 Compressors
- 5.5.8 Electrical Hook-up wire and hardware including terminal lugs, shrink tubing, etc.
- 5.5.9 Electrical Equipment; controllers, switchboards
- 5.5.10 Fasteners; Bolts, nuts, washers, sheet metal screws and rivets, etc.
- 5.5.11 Drill bits, sawzall blades, etc.
- 5.5.12 Batteries and bulbs (Flashlight type)
- 5.5.13 Hoses
- 5.5.14 Gaskets and Packing
- 5.5.15 Insulation and lagging material
- 5.5.16 Kick Pipes, stuffing tubes, necessary packing etc.
- 5.5.17 Lubricants, grease, special oils, anti-seize etc.
- 5.5.18 Miscellaneous pipe/tube fittings

- 5.5.19 Motors
- 5.5.20 Paint Primer(s), finishes, brushes, rollers and handles, thinners, etc.
- 5.5.21 Plate, angle, etc.
- 5.5.22 Pumps
- 5.5.23 Respirators; disposable type, or replacement cartridges (assorted) for non-disposable type respirators, dust masks
- 5.5.24 Sensors
- 5.5.25 Sheet metal
- 5.5.26 Solder, silver solder, brazing materials
- 5.5.27 Studs, stack studs, etc.
- 5.5.28 Tape, electrical, masking, duct, etc.
- 5.5.29 Rags, including lint free
- 5.5.30 Tarpaulins, disposable and fire cloth
- 5.5.31 Tile, tile cement, underlay repair materials, etc.
- 5.5.32 Valves and valve repair parts
- 5.5.33 Welding and brazing gases
- 5.5.34 Welding electrodes and brazing rods and wire
- 5.5.35 Wrapping materials; Brown paper, cord (fiber), paper tape, corrugate boxes, metal banding material, etc
- 5.5.36 Temperature sticks
- 5.5.37 Cleaner, all purpose (general clean-up including oils) and hand cleaner
- 5.5.38 Trash bags
- 5.5.39 Plywood
- 5.5.40 Other incidental and/or inherently necessary materials identified by alteration drawings authorized by the Contracting Officer.

5.6 Final material product. In many cases, the final material product and associated components identified through this process will not be available in quantity nor available in government stock systems. As such, the contractor may be tasked to:

5.7 Procure and fabricate general structural components, hardware and special tools.

5.8 Provide services including, but not limited to, the following: gas free engineering, machining, lagging and tooling services common to marine and ship repair facilities.

5.9 Procure/Purchase alteration component items. This may include specific ship system components related to current and new configurations.

5.10 Procure/Purchase control, monitoring and display components with interconnecting electro-optical, electrical and electronic interconnections and interfaces.

5.11 Provide logistics support to identify drawings and part numbers for stock listing of components and assemblies.

6.0 **PERFORM ALTERATION INSTALLATIONS:** The contractor shall provide the necessary facilities, equipment, tools and trade personnel to accomplish the applicable alterations. Specifically, the contractor shall:

6.1 Conduct pre-installation site surveys on designated ships to identify situational interferences between the drawings and the specific physical and environmental conditions. Most site surveys will be conducted with NSWCCD-SSES's representative prior to scheduled installations in accordance with individual delivery orders.

6.2 Conduct shipchecks on designated ships to identify situational interferences between the drawings and the specific physical and environmental conditions. All such visits shall be in accordance with individual delivery orders.

6.3 Perform Alterations:

6.3.1 Team Leader (Site Foreman or designee) shall attend a "team leader meeting" with NSWCCD-SSES AIT installation manager no less than 15 days prior to an installation. Contractor shall prepare a draft day by day installation schedule prior to team leader meeting. Contractor's team leader shall be prepared to discuss all aspects of installation including; material status; shipping schedule; installation requirements; Quality Assurance and safety concerns. Contractor shall complete NSWCCD-SSES pre-installation check list.

6.3.2 Ensure all trade personnel meet the applicable NAVSEA technical skill requirements at the journeyman level as specified by the OPM Job Grading Standards (FPM Supplement 512-1).

6.3.3 Provide and maintain a Quality System that shall, as a minimum, comply with the requirements of NAVSEA Standard Item 009-04 and which has been accepted by NAVSEA 04XQ or a SUPSHIP office.

6.3.4 Provide the necessary shop facilities to prefabricate parts, components, and assemble material, as feasible, prior to shipping to the job site. All tooling required for prefabrication or installation shall be provided by the contractor. The equipment/tools listed below are required for prefabrication or installation. This list is for guidance and is not limited to the following:

- 6.3.4.1 Drills, ¼" & ½"
- 6.3.4.2 Power Grinders
- 6.3.4.3 Power Sanders
- 6.3.4.4 Heat Guns
- 6.3.4.5 Magnetic Base Drills
- 6.3.4.6 Come-A-Longs
- 6.3.4.7 Drop Lights
- 6.3.4.8 Chain Falls
- 6.3.4.9 Welding Machines
- 6.3.4.10 Clamp-On-Ammeters
- 6.3.4.11 Variac
- 6.3.4.12 Digital Multimeters
- 6.3.4.13 Phase Meters
- 6.3.4.14 Cellular Phones
- 6.3.4.15 Insertion Tools
- 6.3.4.16 Extraction Tools
- 6.3.4.17 Wire Wrap Tools
- 6.3.4.18 Crimping Tools
- 6.3.4.19 Portable Brinell or Rockwell Hardness Tester
- 6.3.4.20 Megger
- 6.3.4.21 Wet/Dry Vacuum Cleaners
- 6.3.4.22 Bolt Cutters

6.3.5 As specified in individual delivery orders, provide necessary administrative and logistics support on installation site for the contractor and government personnel which may include the need to purchase materials, or coordinate special installation requirements.

6.3.6 Provide portable workshops as required to support the Alteration Installation Team (AIT). Provide the necessary tools, equipment and maintenance for the portable workshop.

6.3.7 During the alteration ensure the following minimum requirements are met:

6.3.7.1 Shipboard Industrial Safety: The Contractor in the conduct of these efforts shall comply with applicable safety regulations. Note that the state, local, Naval, ship or industrial facility requirements may differ slightly.

6.3.7.2 The Contractor shall conform with shipboard routine with regard to cleanliness, personnel conduct, and ships security and integrity.

6.3.7.3 The Contractor shall adhere to all Environmental laws and regulations including Federal, State, Local, Naval, Ship and Industrial Facility. When handling hazardous material and/or waste, handling reports and disposal invoices are required. The government will not be responsible for the contractor's misuse of hazardous material/waste or for contractor accident clean-up costs.

6.3.7.4 The Contractor shall develop a QA Work Book for all alterations installed under this contract. The QA Work Book shall consist of eight sections that will include Alteration Description, Personnel Qualifications & Certifications, QA System Approval Letter & Company Procedures, Installation POA&M, Ship Installation Drawing (SID) Package, Work Package/Test and Inspection (T&I) Plan, Test & Inspection Records, and Alteration Completion Report. QA Work Book format and details of requirements for each section, are provided by the QA Workbook Index, Attachment (3). The submittal of the proposed QA Workbook shall be 30 days prior to install. The completed QA Workbook shall be submitted with 14 days of end of installation.

6.3.8 The Contractor shall provide verification of certification for welders and pipefitters and all trades requiring certification. Personnel shall carry on their person a copy of the certification at all times during the alteration. No welder shall be permitted to work in connection with alteration to vessels unless they are at the time, qualified to the standards established by the U.S. Coast Guard American Bureau of Shipping or Department of the Navy for the type of welding being performed. No welder shall be permitted to work on production applications of welding other than those for which they have qualified and been approved by NSWCCD-SSES.

6.3.9 Rehabilitate Affected Spaces to original or equivalent condition which includes, but is not limited to:

6.3.9.1 Cleaning, preparing, priming and painting the new and disturbed surfaces to match surrounding areas.

6.3.9.2 Replacing all deck coverings and insulation damaged incidental to installation. If more than 40% of the deck surface area is damaged, replacement covering of the complete space will be specified. Replace all damaged deck covering with matching styles, colors, and grades in accordance with current requirements.

6.3.9.3 Repairing all damaged lagging and installing new lagging where appropriate.

6.3.9.4 Preparing and attaching applicable labels/tags to power panels, piping, data cables and power cables.

6.3.10 Perform a daily thorough cleaning of affected spaces.

6.3.11 Team leader shall ensure that all personnel are briefed on their responsibilities at least two working days prior to starting task for each separately placed order on this contract.

6.3.12 Provide red-lined drawings with the Alteration Completion report ten days after completion of each installation.

7.0 CONDUCT QUALITY ASSURANCE INSPECTIONS AND TESTS:

7.1 The Quality Assurance Inspections and Tests have been accomplished in accordance with approved drawings, and applicable government and commercial standards and specifications including but not limited to documents listed in paragraph 9.0 Standards/Specification. In addition to the above, the contractor will be expected to perform the following tests:

7.1.1 Ensuring proper continuity in cables and correctness of electric hookup;

7.1.2 Pressure testing of watertight compartment entries;

7.1.3 Ensuring proper input and output power levels;

7.1.4 Ensuring proper bonding, grounding, and shielding of cables and equipment;

7.1.5 Accomplishing the requirements of the standards and specifications. Providing one copy of a report listing the insulation resistance for each cable test;

7.1.6 Non-destructive testing of weld joints when required.

7.1.7 Ensuring proper piping system installation and testing as required.

7.1.8 Securing cables to the cable wireways with flexible cinch banding straps;

7.1.9 Ensuring kick pipes and stuffing tubes are used for all penetrations of decks and watertight bulkheads. Stuffing tubes shall be statically tested for water tight integrity;

7.1.10 Ensuring validity of gas free certificate prior to welding;

7.1.11 Installing collars and nylon stuffing tubes in all penetrations of non-watertight bulkhead;

7.1.12 Identifying cabling and equipment by installing nameplates and cables bands as follows:

7.1.12.1 Name plates shall conform to MIL-P-15024.

7.1.12.2 Cable tags (bands) shall be of soft aluminum and conform to MIL-A-2877 and shall be embossed with the applicable cable designation using numbers and capital letters having minimum height of 3/16 inch and embossed to at least 1/64 inch above the surface. Cable tags and securing strips shall have a thickness of 0.014 and 0.016 inch respectively. Cable tags shall be minimum width of one-half inch.

7.1.13 Metal Spraying: Ferrous surfaces which are not readily accessible and are susceptible to corrosion damage shall be coated with metal spray per DOD-STD-2138 (SH) Metal Sprayed Coating Systems for Corrosion Protection Aboard Naval Ships.

7.1.14 Component designation: Each component such as switches, pumps and heat exchangers shall have a label plate to identify it by functional name and assigned number. In addition to functional name and assigned number, elevator/hydraulic power unit machinery components shall be labeled by component name and any reference designation (e.g., Hatch Close Safety Switch – HCSS). Label shall comply with MIL-P-15024 and shall be the most economical permitted, provided they are suitable for their environment. For cargo/weapons elevators and hydraulic power units, labels plates should be brass, CRES or aluminum in accordance with 3.6.1 of MIL-P-15024.

7.1.15 Piping designation: All systems shall be marked (in black) for identification. This marking shall be the functional name of the system and, where necessary for differentiation between two pipes of the same system, the

specific service shall be included. In addition to the specific service, the system pressure and direction-of-flow shall be indicated. For outside diameter of 2 inch and larger (bare or lagged) pipe, markings shall be painted on pipes or lagging using stenciled letters 1 inch high. Where pipe sizes are too small for lettering, label plates inscribed with system name and, where necessary, the service shall be wired or banded to the pipe. Piping in machinery spaces shall be marked at least twice, once near entry and once near exit. At the interconnection of systems each system shall be marked nearby, wherever this is practicable. Where piping is behind protective battens, one label plate should be attached to the batten. These label plates should be of the type and material listed on applicable drawings.

7.1.16 Valve designation: Valve handles and operating levers located interior to the ship shall be color coded. Color coding for HP air is dark grey and for hydraulic fluid is orange. Furthermore, all automatically operated valves shall have identification plates. Marking of all valves in systems extending outside the machinery space (i.e., weapons elevator Hydraulic Power Units) shall have the system name, the functional service, where appropriate the component served and the basic location of the valve indicated for each valve. Where a valve is installed below a floor plate or grating or is similarly hidden (e.g., behind paneling) a marking shall be installed both on the valve and on the portable access plate. For valves behind vending machines, salad bars, or other semi-portable obstructions marking should be installed both on the valve and on an adjacent bulkhead, visible despite the object hiding the valve. Markings shall be inscribed on a circular label plate and secured in place by the handwheel nut. Where the handwheel size or location prevents the use of one of the above methods, markings shall be inscribed on a flat rectangular label plate to fit the valve or piping and wired to or similarly secured in place on the valve or piping adjacent to the valve. Attachment shall be in such manner as to prevent movement of the label and assure easy reading. Insulating material shall be used as backing when label plates are attached to bare valves or piping to prevent electrolytic corrosion between dissimilar metals. Letters shall not be less than 1/8 inch high. Label plates should be assigned in sequence from the origin of a system to its termination, exclusive of branch lines. Starting at the origin or root connection of a system, the first valve in the flow path shall be NO.1, the second NO.2 and so on. Where parallel flow paths exist in a system, they shall be assigned a number and a system designator. For elevators/Hydraulic Power Units the elevator number will be used. The valve in any one of the parallel flow paths shall be numbered in sequence. Identical duplicate numbers shall be assigned to valves performing identical functions in each of the remaining parallel flow paths. A suffix letter designating each flow path shall then be employed with the basic valve number to differentiate between flow paths. These suffix letters should start with "A" and shall be in alphabetical sequence. Letter assignment shall be from starboard to port, then forward to aft. If a valve is deleted from a system after it has been designated, the individual number that is possessed shall not be assigned to any other valve in any systems. Similarly, if a valve is added to a system, it shall be assigned the number immediately following the last valve number assigned in that system.

7.1.17 Instrument designation: Label plates shall be provided for all indicating and recording instruments installed. Inscription shall indicate the purpose or use of the instrument and shall bear the designation of the related component or system; wherever appropriate the label shall be installed below the instrument and on the plate supporting the instrument. Label plates shall be types and materials listed in applicable drawings.

7.1.18 Each electrical cable designation shall be identified, for example: Electro-Hydraulic System (HPU) control shall be designated by "K-EH". Elevator control shall be designated by "K". If two or more systems are installed that will require identical designating letters, differentiating numbers in sequence using the elevator/HPU number shall be used preceding the circuit letters (e.g., K-IWE or K-EH-1 HPU).

7.1.19 Electrical terminal designation: Electrical terminals shall be identified using sleeves imprinted with the cable designation, the nearest connection point, the opposite connection point and the wire number. (EGH-1WE) (cable for weapons elevator #1) TB1-2 (terminal board 1, terminal 2)/USS4 (Up Stop Switch 4th deck) (wire 13)).

7.1.20 Hose designation: Hoses shall be tagged using aluminum tag type A, B, or C of MIL-P-15024/15.

7.1.21 Operation/instruction/caution/warning plates: Warning, caution, operation and instruction plates and charts shall be installed wherever necessary to minimize the possibility of injury to personnel or damage to machinery/equipment of system due to:

7.1.21.1 Faulty operation resulting from lack of posted instructions;

7.1.21.2 Faulty operation maintenance resulting from lack of posted instructions;

7.1.22 Warning, caution and safety plates shall be fabricated from anodized-hydrated aluminum and comply with MIL-P-15024 plate type H. These plates shall have a red inscription of black background, visible in both low level red and white illuminated areas. A ¼ inch wide red and black diagonally stripped margin shall be provided around the border of the plate. Operating instructions not exposed to the weather shall be fabricated using 0.0625 inch thick plastic sheeting type GCPH or FED SPEC L-P-387, with matte finish. Lettering shall be black. Size shall be 8 by 10-1/2 inches; 8 by 5-1/4 inches; or 16 by 10-1/2 inches as practicable for the proper display of the material. Operation instruction charts exposed to the weather shall be fabricated from CRES plate in accordance with MIL-P-15024 types A, B, or C. Plates in the interior shall be mounted in a conspicuous place on or near the component control point. Plates exposed to the weather and mounted on deck equipment or non-watertight bulkheads shall be fully bedded in adhesive to exclude moisture and attached with corrosion-resistant steel fasteners. Such plates on water-tight bulkheads shall be attached with adhesive only.

7.1.23 Lubrication charts: Lubrication charts shall be installed to fully indicate all points at which lubricants shall be applied, frequency of application, and designation of lubricant. Individual, specific, isometric maintenance plates for each components (i.e., hatch door, platform, machinery) shall be located near component needing maintenance (locate elevator platform plate in pit). Placard shall show maintenance points, frequency of maintenance, any necessary replacement parts and lubricants in accordance with MIL-HNEK-167 SH.

7.1.24 Provide receipt inspection of all material procured.

7.1.25 Inspect all prefabricated parts, certifying test where applicable.

7.1.26 Ensure all personnel (including subcontractors) know and adhere to the requirements of this contract and the awarded contractor's approved quality assurance program.

7.2 Reliability and Maintainability (R&M) and Safety Requirements; general definition: R&M terms shall be defined according to MIL-STD-721.

7.3 Definition of failure: A ship system failure is defined as any event which necessitates corrective maintenance, including failures as defined in MIL-STD-781 Sections 5.6.1.1 and 5.6.1.3 and MIL-STD-1629 Section 5.9.1. Chargeable failures includes: any major or minor failures attributable to the internal operation of the system components. Failures due to external sources or operator error do not constitute chargeable failures, but should be evaluated as part of the safety study.

7.4 Quality Requirements: The contract will have implemented and be maintaining, complete with updates as appropriate, a quality system in accordance with NAVSEA Standard Item 009-04. The contractor will maintain this system at no cost to the government and submit all updates to the COR immediately for his/her concurrence for use on this contract. The Contractor will submit all required processes, instructions, licenses, certificates, standards and other information the COR requires to ensure compliance with this requirement. The prime contractor is responsible for auditing and certifying that all consultants, responsible for auditing and certifying that all consultants, subcontractors and suppliers are in compliance with these quality requirements.

8.0 DELIVERABLES (DATA REQUIREMENTS): DD Form 250 will be used as the acceptance documents and the contractor will be required to submit them at the completion of each individual order placed under this contract. All other technical data requirements to be furnished shall be specified on the DD Form 1423 listed in this contract and as listed on individual delivery orders under this contract. Data to be delivered are as follows:

8.1 Provide clearance information data to NSWCCD-SSes at time of award of contract and quarterly thereafter. Data to include list of all contractor personnel supporting installation, social security number, citizenship and level of clearance.

8.2 Provide minutes of team leader meeting to NSWCCD-SSES within 10 days of conclusion of each installation. Minutes shall reflect finalized daily installation schedule by trade and include complete availability dates, team arrival and departure dates, and scheduled overtime. Minutes shall include a plan of action and milestones for entire installation by space and trade. Minutes shall list names of all attendees, material status, action items, and areas of concern.

8.3 Prepare Alteration Completion Report, within 10 days of each installation completion; provide original red-lined drawings to NSWCCD-SSES (advance copy of the “red-lined” drawings shall be provided to the ship prior to the alteration team’s departure). The Alteration Completion Report, to be given to NSWCCD-SSES only and not the Ship (The Ship will be given Alteration Completion report IAW paragraph 10), shall include the following:

8.3.1 Ship name and hull number, alteration dates, alteration team members;

8.3.2 SHIPALT Number and Shipcheck reference;

8.3.3 List of authorized changes required during the alteration;

8.3.4 Significant problems encountered during the alteration;

8.3.5 Pre and post test results.

8.3.6 ILS: updates and changes, hardware requirements, dates and names of individuals making ILS entries, SNAP entry receipt and general date, onboard points of contact for ILS delivery.

8.4 Provide a completed inventory status report of all material, tools, and equipment acquired for installations at time of contract award and quarterly thereafter.

8.5 Provide monthly tracking report of material procurements for each assigned delivery order. Reference line item numbers from ship’s installation drawing list of materials for each procurement.

8.6 Provide “Lessons Learned” report within ten working days after completion of each alteration.

8.7 Provide financial report within 30 days after completion of each separately placed order on this contract, and monthly thereafter. Since there will be multiple tasks on some of the separately placed orders it will be necessary to identify each individually. Report will include:

8.7.1 Material costs and invoice numbers;

8.7.2 Prefabrication labor hours broken down by trade categories;

8.7.3 Prefabrication labor costs broken down by trade categories;

8.7.4 Installation labor hours broken down by trade categories;

8.7.5 Installation labor costs broken down by trade categories;

8.7.6 Travel costs showing air fare, per diem, and car/truck rental;

8.7.7 Shipping costs;

8.7.8 Other direct costs such as subcontracted services;

8.8 For orders which include the prefabrication of parts, provide prefabrication schedule within five working days before start of work for each installation.

8.9 Monthly progress reports shall be furnished by the fifth working day after the reporting period in accordance with the attached DD Form 1423, and submitted to the COR with a copy to the Contracting Officer, and shall include a summary of support provided per installation, expended labor, percent complete and reports and recommendations.

8.10 Provide list of employees qualified to NSWCCD-SSES certified procedures IAW paragraph 6.3.8. List to be provided at time of award and quarterly thereafter. Also, delivery orders which involve submarine work may require a written qualification statement for each worker assigned.

8.11 For tasks which include hazardous materials/waste, provide handling reports and disposal invoices within ten working days of the completion of each task.

8.12 Provide NSWCCD-SSES with pre-installation site survey results within 5 days of completion of survey in accordance with paragraphs 6.1 and 6.2.

8.13 Provide NSWCCD-SSES with a QA Work Book as detailed by paragraph 6.3.7.4.

8.14 Provide NSWCCD-SSES with a Plan of Action and Milestone (POA&M) to reflect the sequence and time frame for completing the work.

8.15 Provide NSWCCD-SSES with a completed Pre-Start check list as identified in NAVSSES Instruction 4720.2 prior to starting each installation.

9.0 STANDARDS/SPECIFICATIONS: In the execution of this contract, the Contractor is referred to, but not limited, to the following documents:

9.1 All non-nuclear work on nuclear powered ships must be in strict compliance with the Naval Sea Systems Command Instruction NAVSEA C9210.4A. (This is a classified instruction which will be forwarded under separate cover).

9.2 Alteration plan and schedule.

9.3 Ship Change Documentation (SCDs) and/or Alteration Records (SARs).

9.4 Ship's Installation Drawings (SIDs) and Sketches

9.5 NAVSEA S9AA0-AB-GOS-010, General Specification for Overhaul of Surface Navy Ships (1996).

9.6 MIL-STD-454N, Standard General Requirements for Electronic Equipment (1992)

9.7 NFPA 312 Standard for Fire Protection of Vessels 2006 edition.

9.8 MIL-STD-1310G, (Navy) Bonding and Grounding (1996).

9.9 NAVSEA S9300-AW-EDG-010, Electrical Plant Installation Standard Methods (1985)

9.10 NAVSSES Instruction 4720.2D (28 July 2005)

9.11 MIL-STD-1689A, Fabrication, Welding and Inspection of Ship Structures (23 November 1990).

9.12 NFPA 51B Standard for Fire Protection during Welding Cutting and other Hot Work (2003)

- 9.13 NAVSEA S9086-VH-STM-000/CH-635, Thermal Insulation (2003)
- 9.14 OPNAV Instruction 5100.23E, Navy Occupational Safety and Health (NAVOSH) Program Manual (15 January 1999).
- 9.15 NAVSEA S9086-D-STM-000/CH-631, for painting (2001)
- 9.16 9NAVSEA 0901-LP-505-0020/CH505, for piping systems 31 January 1995)
- 9.17 NAVSEA 0902-LP-018-2010, General Specifications for Deep Diving SSBN/SSN Submarines (1994)
- 9.18 NAVSEA SL720-AA-MAN-010/020, FMP Management and Operations Manual (2002)
- 9.19 MIL-STD-2035 (SH), Radiography Standard for Production and Repair Welds
- 9.20 NAVSEA Tech Pub T9074-AS-GIB-010 (01 September 1996)
- 9.21 AWS A3.0, American Welding Society Definitions, Terms and Definitions.
- 9.22 NAVSEA 0948-LP-045-7010, Material Identifications and Control (MIC) for Piping Systems
- 9.23 NAVSEA 0900-LP-999-9000, Acceptance Standards for Surface Finish of Flame and Arc Cut Surfaces.
- 9.24 AWS B4.0, standard Methods of Mechanical Testing of Weld.
- 9.25 AWS Z49.1, Safety Welding and Cutting.
- 9.26 NAVSHIPS 0900-LP-038-8010, Ship Metallic Material Comparison and Use Guide
- 9.27 NAVSEA S9086-CH-STM-010/CH-074, Welding and Allied Processes (2003)
- 9.28 NAVSEA S9066-CH-STM-030/CH-074 (2003)
- 9.29 NAVSEA Tech Pub S9074-AQ-GIB-010, Welding and Brazing Procedures and Performance Qualification (1995)
- 9.30 NAVSEA Standard Items.
- 9.31 TS 9090-310D, Alterations to Ships Accomplished by Alteration Installation Teams

10.0 TECHNICAL DATA REQUIREMENTS

10.1 All data to be supplied shall be furnished pursuant to the applicable DFARS clauses in Section I. The data shall be specified on a DD Form 1423 which shall be made a part of each separately placed order, as applicable, and shall be a line item on the said order. The DD 1423 will list the data to be supplied under each order.

10.2 All material (including software) generated by the Contractor including all original drawings is the property of the government and shall be delivered to the government upon completion of the contract. No data developed under the contract (including software) shall be available or sold to any requesting government or private activity without the expressed written approval of the Contracting Officer, NSWCCD-SSSES.

10.3 For separately placed orders on this contract, deliverables will include, but are not limited to, those called out in paragraph 8.0.

11.0 INSPECTION AND MANNER OF DOING BUSINESS: Work shall be performed hereunder in accordance with the separately placed order, and any drawing and specifications of the contract.

11.1 Unless otherwise specifically provided in the separately placed order, all operational practices of the Contractor, all workmanship and material, equipment, and articles used in the performance of work hereunder shall be in accordance with rules and requirements of their Quality System as well as Military Standards and commercial/government specifications. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by profession, trade or field, and holding any licenses required by law. At a minimum, the following shall apply if applicable:

11.1.1 For Contractor furnished Level One material, certified reports of physical and chemical composition and documented verification of same in compliance with NAVSEA 0948-045-7010.

11.1.2 Certification of welding electrodes used in the manufacturing of Level One contract components as required. Provide complete identification, manufacturer control number, heat number, type and size.

11.1.3 Test reports showing the results of dye penetrant inspections. Reports must include joint identification, plan number, piece number, compliance to MIL-STD-271E for procedure used, and show acceptance to: Dye Penetrant – NAVSEA 0900-003-8000.

11.1.4 Test reports showing results of radiographic inspection when required. Reports must include joint identification, plan number, piece number, compliance to MIL-STD-271E for procedure used and show acceptance to:

11.1.4.1 Radiography (welds) – NAVSEA 0900-003-9000.

11.1.4.2 Radiography (casting) – NAVSEA S9074-AR-GIB-010/278

11.1.4.3 Radiographic film must be marked in relation to contract number, serial number and location of the film on the part being tested. Film must be accompanied by a shooting sketch and an acceptance statement signed by a Government qualified reader.

11.1.4.4 Copies of current qualifications to MIL-STD-271 for personnel performing and evaluating the results of non-destructive test.

11.1.4.5 Copies of qualification of personnel performing welding under this contract in accordance with MIL-STD-248.

11.1.4.6 Copies of test reports showing the results of hydrostatic pressure testing.

11.1.4.7 Electrical test reports as required by the task order.

11.1.4.8 Certification of stress relieving as required.

11.1.4.9 All material and workmanship shall be subject to inspection and/or test during the Contractor's performance of the intended, and compliance with the contract. In the event that any material or workmanship furnished by the Contractor is found, prior to acceptance, to be defective or not in accordance with the requirements of the contract, the Government shall have the right to reject such material or workmanship, and to require its correction or replacement by the Contractor at the contractor's cost and expense. If the Contractor fails to proceed promptly with the replacement or correction of such material or workmanship as required by the Contracting Officer, the Government may, by contract or otherwise, replace or correct such material or workmanship and charge to the Contractor the excess material or workmanship and charge to the contractor the excess cost occasioned the Government thereby. The

Contractor shall provide and maintain an inspection system, acceptable to the Government, covering the work specified in the contract. Records of all inspection work by the Contractor are to be sent to COR.

11.1.4.10 The Contractor shall exercise reasonable care to protect the vessel from fire, and the Contractor shall maintain a reasonable system of inspection over the activities of workers of the vessel's magazines, fuel oil tanks, or storeroom containing flammable materials. The contractor shall not store flammable materials, required to perform tasks, on the ship while they are not present. While contractor is performing tasks using flammable material it must be stored in Naval approved in-use flammable liquid stowage cabinets.

11.1.4.11 If the work under this contract is performed while ship is underway, the contractor shall provide formal training to make those employees who are traveling aware of shipboard behavior, rules and responsibilities while underway.

11.1.4.12 If the work under this contract is performed outside of the United States, the contractor shall provide formal training to make those employees who travel abroad aware of foreign rules and regulations.

12.0 INSTALLATION GROUND RULES

12.1 Prior to the installation start date, the Site Foreman shall meet with the NSWCCD-SSES Program Manager or designated representative, to review the installation plan, drawings and schedule and to reaffirm all requirements.

12.2 The NSWCCD-SSES or designated representative will communicate their requirements to the Site Foreman (rather than individual team members). When the Foreman leaves the ship while work is in progress, he/she will appoint someone to act in his/her absence and identify this individual to the NSWCCD-SSES Representative.

12.3 The Site Foreman shall brief the NSWCCD-SSES Representative daily, within the first three hours of boarding ship, on installation progress, including:

12.3.1 Adherence to planned schedule;

12.3.2 Number of personnel onboard;

12.3.3 Material needed or proposed substitution;

12.3.4 Any proposed changes in the installation;

12.3.5 Labor hours used on previous day;

12.4 The Site Foreman shall brief the NSWCCD-SSES Representative on work progress/problems upon completion of each work day.

12.5 Contractor employees will not visit or contact ships without prior NSWCCD-SSES written approval.

12.6 All communication with DOD, other Naval Activities, and/or ships shall be via NSWCCD-SSES.

12.7 Security clearances will be forwarded to ships and installation facilities by Contractor.

12.8 All work will be inspected in accordance with the criteria provided under separately placed orders and with the provisions of this contract. Contractor shall have procedures in place for reporting, training and resolving safety incident reports, including red tag violations, hot work violations, cutting of piping, cables, etc.

12.9 Overall coordination of each alteration is the responsibility of the assigned NSWCCD-SSES AIT Representative or on-sight alteration coordinator (OSIC). The NSWCCD-SSES AIT Representative/OSIC may halt work and convene an off-ship meeting whenever he/she determines that this is required to resolve problems. This responsibility applies to all aspects of an alteration.

13.0 REIMBURSEMENT OF TRAVEL COSTS

13.1 Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- 13.3.1 Medical Examinations
- 13.1.2 Immunizations
- 13.1.3 Passports, Visas, etc.
- 13.1.4 Security Clearances

13.2 Travel Policy. The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

13.2.1 Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations: Vol. 2 for Civilian Personnel.

13.2.2 Travel, subsistence and associated labor charges for travel time are authorized for travel beyond a 50-mile radius of the contractor's local office, whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence for travel time shall be charged for work performed within a 50-mile radius of the Contractor's local office or temporary alternative worksite.

13.2.3 Travel performed for personal convenience and daily travel to and from work at the contractor's facility will not be reimbursed.

13.2.4 Per Diem for travel on work assigned under this contract will be reimbursed to employees consistent with the amount authorized in the Department of Defense Joint Travel Regulations.

13.2.5 Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

13.2.6 Air/Rail Travel. In rendering the service, the Contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to extent the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form. NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

13.2.7 Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on their orders. Distances traveled between points shall be shown in standard highway mileage guides. Any deviation from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

13.2.8 Car Rental. The Contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting

distance from the contractor's facilities. (Car rental for a team of TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such a number or greater comprise the team).

14.0 DEFINITION OF STRAIGHT, OVERTIME AND HOLIDAY TIME

14.1 Straight time (also known as Regular Time) is defined as forty (40) hours of work during one week (i.e., Sunday through Saturday).

14.2 Overtime is defined as hours of work in excess of forty (40) per week, weekends and holidays included.

14.3 Holiday time is defined as eight (8) hours of work that fall on a nationally observed legal holiday.

Section D - Packaging and Marking

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DOD Industrial Security regulation (DD5220-22R).

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Inspection and acceptance shall be accomplished by the COR, (b) (6) Naval Surface Warfare Center, Carderock Division, Philadelphia, (b) (6)

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

To be specified in individual Task/delivery orders.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

CLAUSES INCORPORATED BY FULL TEXT

CAR-G09 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (OCT 2005)

The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling **1-866-618-5988**. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-

up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☒ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>NA</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N65540</u>
Ship To DODAAC	<u>NA</u>
DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>NA</u>
Inspection Location	<u>NA</u>
Acceptance Location	<u>N65540</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:	
	COR

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above **1-866-618-5988** or the NSWCCD WAWF point of contact [REDACTED]

(End of Clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (OCT 2003) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) If this contract includes a separate CLIN for support and/or subcontract items, the fixed fee is not applied to those costs. Therefore, ceilings established for support and/or subcontract items shall be identified in Section B as not to exceed items and shall be tracked and billed separately by the contractor. Should estimated costs associated with the labor portion (i.e., not identified as support and/or subcontract items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

CLAUSES INCORPORATED BY FULL TEXT

CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) Product Performance: The contractor's achieved product performance relative to performance parameters required by the contract.

(B) Systems Engineering: The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) Software Engineering: The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) Logistics Support/Sustainment: The success of the contractor's performance in accomplishing logistics planning.

(E) Product Assurance: The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) Other Technical Performance: All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) Schedule: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) Cost Control (Not required for FFP or FFP/EPA): The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) Management: This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) Management Responsiveness: The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) Subcontract Management: The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) Program Management and Other Management: The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

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CAR-H08 Performance-Based Acquisition Evaluation Procedures (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government in accordance with this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each twelve-month period, the Government will evaluate the contractor's performance on all task orders under which work was performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Procuring Contracting Officer (PCO), the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for the task orders covered, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance. How such a fee reduction would be applied to one or more of the individual orders included in the annual evaluation shall be at the discretion of the PCO.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for all task orders covered by the evaluation period, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed Satisfactory overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) **Evaluation Objective:** The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this contract is to ensure that the Government receives at least "Satisfactory" overall performance.

(d) **Performance Evaluation Criteria:** The contractor's performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table in each task order, and considering the criterion in Tables 2 through 4 of this contract clause.

(e) **Organization:** The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Contracting Officer's Representative (COR). They may obtain input from the other Government customers associated with the task orders covered by the evaluation period.

(1) **COR:** The COR will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The COR will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) **Procuring Contracting Officer (PCO):** The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) **Evaluation Schedule:** Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the PCO in accordance with paragraph (a) of this clause. Following each evaluation period, the PCO (or Contract Specialist, if so designated by the PCO) and the COR will hold a meeting with the contractor's Senior Technical Representative to review performance under task orders performed during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) **Contractor's Self-Evaluation:** The contractor may submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or task orders covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) **Performance Evaluation:** The PCO will make the decision on the overall performance rating for the task orders performed during the evaluation period within thirty days after receipt of the evaluation report from the COR.. The decision will be based upon the COR's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the COR's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract, such as a Contractor Performance Assessment Reporting System (CPARS) report.

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

**TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA
AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are <u>almost always</u> clear, effective and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

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TABLE 2B: PERFORMANCE REQUIREMENTS SUMMARY TABLE FOR ENGINEERING AND TECHNICAL SHIPBOARD ALTERATION SERVICES FOR HULL, MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT

Task Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL0)	Quality Surveillance Plan
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Task Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL0)	Quality Surveillance Plan
Alteration Installation (to the extent tasked by individual delivery orders)	<p>Provide Personnel, workspace, equipment</p> <p>Verify, validate, and proof-in alterations</p> <p>Review technical documentation and installation</p> <p>Attend progress meetings</p> <p>Oversee HM&E and Electronic Systems removal, repairs, re-installations, and tests</p> <p>Provide assistance during equipment pretest, post-test and final alignment and adjustment of HM&E and Electronic Systems</p> <p>Conduct final grooming and alignment of HM&E Electronic Systems.</p> <p>Maintain Liason with Government personnel</p>	<p>Provide Personnel, workspace, equipment, and material to assemble, stage and distribute equipment installation or modifications kits.</p> <p>Verify, validate, and proof-in alterations, assessing schedule, performance, and adequacy of procedures, Government supplies data and equipment, and installation equipment</p> <p>Review technical documentation and installation instructions used for alterations of HM&E and Electronic Systems. Provide resolutions to discrepancies.</p> <p>Ensure that work efforts are in compliance with work specifications and all quality assurance requirements.</p> <p>Attend progress meetings to report on progress of HM&E and Electronic Systems work items and provide technical input as requested</p> <p>Provide assistance during equipment pretest, post-test and final alignment and adjustment of HM&E and Electronic Systems</p> <p>Conduct final grooming and alignment of HM&E Electronic Systems.</p> <p>Maintain Liaison with local NSWCCD on-site representative to identify problems</p>	<p>Provide qualified personnel, procedures and equipment for all tasks 90% of the time.</p> <p>Comply to Shipboard Industrial Safety regulations; adhere to all environmental laws: provide certificates for welders, pipe-fitters and all trades requiring certification 98% of the time.</p> <p>Contractor Quality Assurance is routinely performed in accordance with NAVSSES approved QA Workbook 90% of the time.</p> <p>Any damage to vessel or Navy property caused by removals repaired in a manner reasonably acceptable to ship force with little or no interruption of ship mission caused by contractor 98% of the time.</p> <p>Installation performed substantially in accordance with MACHALT/ShipAlt instructions 100% of the time</p> <p>Installation performed with little or no interruption of ship mission caused by contractor 90% of the time.</p>	Government Oversight of Process including pre and post installation briefings

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written..	Reports are clear, accurate, and proactive.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001

52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-5 Alt I Dev	Government Property (Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004) Alternate I Deviation	JUN 2003
52.245-9	Use And Charges	JUN 2007
52.245-18	Special Test Equipment	FEB 1993
52.246-23	Limitation Of Liability	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception

under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

SEE SECTION L

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 54 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$600,000.00,
- (2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months after contract award.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611 (insert NAICS code).

(2) The small business size standard is 1000 employees (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying

areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The LPI Technical Services, Inc. will notify the Naval Surface Ware Center, Carderock Division, Philadelphia. Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 150% or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
 - (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
 - (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.
- (End of clause)

52.244-2 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007)

- (a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) - ALTERNATE I (JUN 2003)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract,

the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract and that, under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon the vendor's delivery of such property. Title to all other property, the cost of which is to be reimbursed to the Contractor under this contract and that under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or its use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) Title to equipment (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible;

provided, that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with funds available for research and having an acquisition cost of \$5,000 or more shall vest as set forth in the contract. If title to equipment vests in the Contractor under this subparagraph (c)(4), the Contractor agrees that no charge will be made to the Government for any depreciation, amortization, or use under any existing or future Government contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all equipment to which title is vested in the Contractor under this subparagraph (c)(4) within 10 days following the end of the calendar quarter during which it was received.

(5) Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this contract, the Contractor accepts and agrees that--

"No person in the United States or its outlying areas shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel;
or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or

of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the **acquisition** cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment that does not contain commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. (i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent;

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above

(incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (b) (4) whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of (b) (4) or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR/DFAR clause (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:



(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract: provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed [REDACTED] a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The LPI Technical Services, Inc. will notify the Naval Surface Warfare Center, Carderock Division, Philadelphia Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
 - (1) A foreign government;
 - (2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

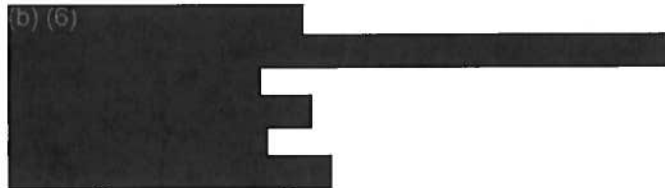
(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial 202-433-9113.

(End of clause)

CAR-I02 CONTRACTING OFFICER'S REPRESENTATIVE (COR) WITH ALTERNATE COR (FEB 2006)
(NSWCCD)

(b) The COR for this contract is:

(b) (6)

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(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. At the time the contractor submits an invoice for payment in accordance with the applicable payment clause of the contract or delivery/task order, the contractor shall electronically (e.g., e-mail, facsimile machine) provide an information copy of the invoice to the COR.

(c) The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract or delivery/task order. When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract or delivery/task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

(d) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR. The Alternate COR for this contract is:

(b) (6)

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CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(c) This contract is incrementally funded and the amount currently available for payment hereunder is limited to (Delivery Orders Only) It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those individuals identified as key personnel in the proposal to fulfill the requirements of the contract. No substitutions or additions of such key personnel shall be made except in accordance with this provision. The following are the key personnel identified in the proposal and subject to these provisions.

All individuals identified as Key Personnel by LPI technical Services, Inc. and their authorized subcontractors for the Program Manager, Project Engineer, Site Foreman and Quality Assurance Manager labor categories under LPI proposal N65540-05-R-0005 and amendments 0001 through 0007 are subject to the provisions herein under CAR-I08.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Karen Gutmaker, [REDACTED]

[REDACTED]

CAR-I17 ORDERING PROCEDURES FOR DELIVERY/TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (APR 2001) (NSWCCD)

(a) This contract is one of two or more contracts that were awarded under a single solicitation for the same or similar supplies or services. The term "contract awardee" refers to each Contractor receiving such an award.

(b) The Naval Surface Warfare Center, Carderock Division, is the activity authorized to issue delivery/task orders. All orders shall contain the date of order, contract number and delivery/task order number, description of the scope of work to be accomplished, estimated cost plus fixed fee, material and travel costs, delivery or performance schedule, place of performance, accounting/appropriation data and any other pertinent information.

(c) No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract, or a protest of an order valued in excess of \$10,000,000.00. (10 United States Code 2304c(d) and 41 United States Code 253j(d)).

(d) Procedures for the issuance of individual delivery/task orders. The competition requirements in FAR Part 6 and the source selection policies in FAR Subpart 15.3 do not apply to the ordering process. However, each contract awardee shall be provided a fair opportunity to be considered for each proposed order in excess of \$2,500.00 except as provided in paragraph (e) of this clause. The Contracting Officer/Ordering Officer shall, in making decisions in the award of any individual delivery/task order, consider factors such as past performance, earlier orders under this contract, quality of deliverables, cost control, price, cost or other factors that are relevant to the award of a delivery/task order under this contract. The Contracting Officer/Ordering Officer need not contact each of the contract awardees before selecting an order awardee if the Contracting Officer/Ordering Officer has information available to ensure that each contract awardee is provided a fair opportunity to be considered for each order.

(e) A contract awardee need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 if the Contracting Officer/Ordering Officer determines that:

(1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays

(2) Only one contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all contract awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(f) In those instances where one or more of the circumstances in paragraph (e) of this clause applies, the Contracting Officer/Ordering Officer may elect to use the streamlined procedures in paragraphs (1) through (3) of this paragraph (f). In the case of urgency, the Contracting Officer/Ordering Officer may elect to use either these streamlined procedures or the procedures described in paragraph (g) of this clause.

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the Contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the Contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the

Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the Contractor.

(3) If the Contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the Contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the Contractor.

(g) In the event the need for such services is so urgent that providing a fair opportunity would result in unacceptable delays, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the Contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this contract.

(h) In accordance with section 5216.505 of the Navy Acquisition Procedures Supplement (NAPS), the task order contract and delivery order contract ombudsman responsible for reviewing complaints from contractors on task order contracts and delivery order contracts is the Navy Competition Advocate General. The Navy Competition Advocate General is the Deputy for Acquisition and Business Management, Office of the Assistant Secretary of the Navy (Research, Development and Acquisition). Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Sea Systems Command Headquarters before taking their complaints to the Navy Competition Advocate General.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

DD FORM 1423, CONTRACT DATA REQUIREMENTS LIST is incorporated herein

-DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATION is provided as an attachment.

CONTRACT DATA REQUIREMENTS LIST										Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.													
A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____								
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR					
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Technical Reports, Analysis, & Studies					3. SUBTITLE						
4. AUTHORITY (Date Acquisition Document No.) DI-MISC-80048				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES			
16. REMARKS As required by delivery order								NSWCCD-SSES		Final			
								Code (b)(7)		Reg		Repro	
								15. TOTAL		1		1	
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Engineering Drawings					3. SUBTITLE						
4. AUTHORITY (Date Acquisition Document No.) DI-MISC-80048				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES			
16. REMARKS As required by delivery order								NSWCCD-SSES		Final			
								Code (b)(7)		Reg		Repro	
								15. TOTAL		1		1	
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Alteration Installation Schedule					3. SUBTITLE						
4. AUTHORITY (Date Acquisition Document No.) DI-TMSS-80528				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES			
16. REMARKS INSTALLATION SCHEDULE TO INCLUDE A POA & M IN MICROSOFT PROJECT, MEMORANDUM OF AGREEMENT/UNDERSTANDING (IF REQUIRED) BETWEEN PARTIES AND SERVICES REQUIRED.								NSWCCD-SSES		Final			
								Code (b)(7)		Reg		Repro	
								15. TOTAL		1		1	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Alteration Material Status Report					3. SUBTITLE						
4. AUTHORITY (Date Acquisition Document No.) DI-ILSS-80948				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES			
16. REMARKS As required by delivery order								NSWCCD-SSES		Final			
								Code (b)(7)		Reg		Repro	
								15. TOTAL					
G. PREPARED BY				H. DATE		I. APPROVED BY		J. DATE					

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____							
D. SYSTEM/ITEM			E. CONTRACT/PR NO.				F. CONTRACTOR				
1. DATA ITEM NO. A009		2. TITLE OF DATA ITEM ALT PROG QA DOCUMENTATION & SUPPORT					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-CMAN-80789			5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES				
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. CORES	
16. REMARKS QA DOCUMENTATION TO INCLUDE A QA MANUAL SUBMITTED 30 DAYS PRIOR TO FIRST INSTALLATION (BY CLASS IF REQUIRED) FOR APPROVAL BY SSES CODE [REDACTED] SECOND & FOLLOW-ON INSTALLATIONS REQUIRES SUBMISSION A MINIMUM OF 14 DAYS PRIOR TO START								Final			
								Reg		Repro	
								15. TOTAL		1	
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM TECHNICAL DOCUMENTATION					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-MISC-80048			5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES				
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. CORES	
16. REMARKS As required by delivery order								Final			
								Reg		Repro	
								15. TOTAL		1	
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM PROTOTYPE INSTL ALT VERF, VALID & PROOF-IN					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-CMAN-80792A			5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES				
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. CORES	
16. REMARKS As required by delivery order								Final			
								Reg		Repro	
								15. TOTAL		1	
1. DATA ITEM NO. A012		2. TITLE OF DATA ITEM ALTERATION SOFTWARE SYSTEM SUPPORT					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-IPSC-81438A			5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES				
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. CORES	
16. REMARKS As required by delivery order								Final			
								Reg		Repro	
								15. TOTAL		1	
G. PREPARED BY			H. DATE		I. APPROVED BY			J. DATE			

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A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____						
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR			
1. DATA ITEM NO. A017		2. TITLE OF DATA ITEM ALTERATION MATERIAL LIST AND DATA					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-ILSS-80948				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES			
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order								NSWCCD-SSES			
								Code 151		1 1 1	
								15. TOTAL		1 1 1	
1. DATA ITEM NO. A018		2. TITLE OF DATA ITEM FAB ALT PROTOTYPE AND PRODUCTION INSTALLS					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-MGMT-80033				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES			
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order								NSWCCD-SSES			
								Code 151		1 1 1	
								15. TOTAL		1 1 1	
1. DATA ITEM NO. A019		2. TITLE OF DATA ITEM GRAPHIC/PRESENTATION MATERIAL					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-ADMN-81272				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES			
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order								NSWCCD-SSES			
								Code 151		1 1 1	
								15. TOTAL		1 1 1	
1. DATA ITEM NO. A020		2. TITLE OF DATA ITEM PROGRESS REPORTS					3. SUBTITLE				
4. AUTHORITY (Date Acquisition Document No.) DI-MGMT-80555				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES			
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY MONTHLY		12. DATE OF FIRST SUBMISSION 30 Days After Award		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order but not more than 30 days. Report to include current status, work planned in next report period, financial status, and any subcontractor status/financial expenditures (as attachment)								NSWCCD-SSES			
								Code 151		1 1 1	
								15. TOTAL		1 1 1	
G. PREPARED BY				H. DATE		I. APPROVED BY				J. DATE	

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A. CONTRACT LINE ITEM NO.			B. EXHIBIT			C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM			E. CONTRACT/PR NO.			F. CONTRACTOR					
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM ALT ENG CHANGE PROPOSAL (PRELIM & FORMAL)				3. SUBTITLE					
4. AUTHORITY (Date Acquisition Document No.) DI-CMAN-80639C			5. CONTRACT REFERENCE			6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order								NSWCCD-SSES			
								Code 1		1 1 1	
								15. TOTAL		1 1 1	
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM ALTERATION INSTRUCTIONS				3. SUBTITLE					
4. AUTHORITY (Date Acquisition Document No.) DI-QCIC-80511			5. CONTRACT REFERENCE			6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order								NSWCCD-SSES			
								Code 1		1 1 1	
								15. TOTAL		1 1 1	
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM ALTERATION INFORMATION BULLETIN				3. SUBTITLE					
4. AUTHORITY (Date Acquisition Document No.) DI-MISC-80652			5. CONTRACT REFERENCE			6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order								NSWCCD-SSES			
								Code 1		1 1 1	
								15. TOTAL		1 1 1	
1. DATA ITEM NO. A008		2. TITLE OF DATA ITEM ALT CONFIGURATION REPORTS & STUDIES				3. SUBTITLE					
4. AUTHORITY (Date Acquisition Document No.) DI-SESS-81646			5. CONTRACT REFERENCE			6. REQUIRING OFFICE NSWCCD-SSES					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
										Final	
										Reg Repro	
16. REMARKS As required by delivery order								NSWCCD-SSES			
								Code 1		1 1 1	
								15. TOTAL		1 1 1	
G. PREPARED BY			H. DATE			I. APPROVED BY			J. DATE		

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A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____										
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR							
1. DATA ITEM NO. A013		2. TITLE OF DATA ITEM ALTERATION LOGISTIC SUPPORT					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-ILSS-80095				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES Final Reg Repro					
16. REMARKS As required by delivery order								NSWCCD-SSES							
								Code [b] [1]		1		1		1	
								15. TOTAL		1		1		1	
1. DATA ITEM NO. A014		2. TITLE OF DATA ITEM ALTERATION LOGISTICS REPORTS					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-ILSS-80525				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES Final Reg Repro					
16. REMARKS As required by delivery order								NSWCCD-SSES							
								Code [b] &		1		1		1	
								15. TOTAL		1		1		1	
1. DATA ITEM NO. A015		2. TITLE OF DATA ITEM PROCURE ALT MAT PROTOTYPE & PRODUCTION INSTL					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-QCIC-80511				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES Final Reg Repro					
16. REMARKS As required by delivery order								NSWCCD-SSES							
								Code [b] [1]		1		1		1	
								15. TOTAL		1		1		1	
1. DATA ITEM NO. A016		2. TITLE OF DATA ITEM ALTERATION LOGISTIC REVIEWS					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-ALSS-81530				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES Final Reg Repro					
16. REMARKS As required by delivery order								NSWCCD-SSES							
								Code [b] [1]		1		1		1	
								15. TOTAL		1		1		1	
G. PREPARED BY				H. DATE		I. APPROVED BY				J. DATE					

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A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____										
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR							
1. DATA ITEM NO. A021		2. TITLE OF DATA ITEM QUALITY ASSURANCE PROGRAM/PLAN					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-CMAN-80789				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES Final					
16. REMARKS QA PROG/PLAN TO INCLUDE A QA MANUAL SUBMITTED 30 DAYS PRIOR TO FIRST INSTALLATION (BY CLASS IF REQUIRED) FOR APPROVAL BY SSES CODE (b) SECOND & FOLLOW-ON INSTALLATIONS REQUIRES SUBMISSION A MINIMUM OF 14 DAYS PRIOR TO START								NSWCCD-SSES							
								Code [REDACTED]		1		1		1	
								15. TOTAL		1		1		1	
1. DATA ITEM NO. A022		2. TITLE OF DATA ITEM SHIPCHECK REPORT					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-MGMT-80638				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES Final					
16. REMARKS As required by delivery order								NSWCCD-SSES							
								Code [REDACTED]		1		1		1	
								15. TOTAL		1		1		1	
1. DATA ITEM NO. A023		2. TITLE OF DATA ITEM INSTALLATION REPORTS					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-CMAN-81245A				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES Final					
16. REMARKS As required by delivery order								NSWCCD-SSES							
								Code 918 &		1		1		1	
								15. TOTAL		1		1		1	
1. DATA ITEM NO. A024		2. TITLE OF DATA ITEM DELIVERY ORDER STATUS REPORTS					3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-TMSS-80528				5. CONTRACT REFERENCE				6. REQUIRING OFFICE NSWCCD-SSES							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION							
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16. REMARKS As required by delivery order								NSWCCD-SSES							
								Code [REDACTED]		1		1		1	
								15. TOTAL		1		1		1	
G. PREPARED BY				H. DATE		I. APPROVED BY				J. DATE					